

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
SAN FRANCISCO BRANCH OFFICE
DIVISION OF JUDGES

**STARWOOD HOTELS & RESORTS
WORLDWIDE, INC., d/b/a W SAN DIEGO**

and

Case 21-CA-36384

**HOTEL EMPLOYEES AND RESTAURANT
EMPLOYEES INTERNATIONAL UNION,
LOCAL 30, AFL-CIO, CLC**

Steve L. Hernandez and Robert MacKay, Attys., Counsels for the General Counsel,
Los Angeles and San Diego, CA, respectively.
Matthew T. Wakefield and Sabrina A. Beldner, Attys.,
Fallard, Rosenberg, Golper, & Soritt, LLP,
Counsel for Respondent, Universal City, CA.
Joseph L. Bagby, organizer, for the Charging Party,
San Diego, CA.

DECISION

I. Statement of the Case

Lana H. Parke, Administrative Law Judge. This matter was tried in San Diego, California on December 7, 2004¹ upon a Complaint and Notice of Hearing (the Complaint) issued August 19 by the Regional Director of Region 21 of the National Labor Relations Board (the Board) based upon charges filed by the Hotel Employees and Restaurant Employees International Union, Local 30, AFL-CIO, CLC (the Union.) The Complaint alleges Starwood Hotels & Resorts Worldwide, Inc., d/b/a W San Diego (Respondent) violated Section 8(a)(1) of the National Labor Relations Act (the Act) by instructing employees to remove union stickers and buttons from their work uniforms.² Respondent essentially denied all allegations of unlawful conduct.

¹ All dates herein are 2004 unless otherwise specified.

² At the hearing, I granted the General Counsel's motions to withdraw complaint allegations 6(a) and 6(b) and to amend complaint paragraph 5 to reflect corrected names and/or titles as follows:

Maryann Weimer	Human Resources Director
Lauren Giberti	Human Resources Manager
Matthew Herter	Executive Chef
John Baker	Whatever Whenever Supervisor
Rachel Moniz	Whatever Whenever Manager

II. Jurisdiction

At all relevant times, Respondent, a Maryland corporation, with a facility located in San Diego, California has been engaged in the operation of a hotel providing food and lodging (the Hotel). During a representative 12-month period ending August 3, Respondent derived gross revenues in excess of \$500,000 and purchased and received at the Hotel goods valued in excess of \$50,000, which originated from points outside the State of California. Respondent admits, and I find, it has at all relevant times been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.³

The Union is a labor organization within the meaning of Section 2(5) of the Act. Respondent recognized the Union following an authorization-card check in July 2003, and the parties entered into negotiations. At the time of the hearing, the parties had reached tentative agreement on a collective bargaining agreement covering the Hotel's service, housekeeping, room service, and banquet personnel.

On the entire record,⁴ including my observation of the demeanor of the witnesses, and after considering the briefs filed by the Employer and the Petitioner, I make the following

III. Findings of Facts

A. The Hotel's Designed Ambience

The Hotel's dining and social areas include one restaurant, "Rice," the "Magnet Lounge," and the "Beach Bar," located on the Hotel's roof. The Hotel provides convention space and offers in-room dining services (room service) to its guests 24 hours a day. Respondent attempts to create a unique atmosphere at the Hotel. To that end, Respondent refers to its lobby as its "living room," a place where coffee and cocktails may be obtained, its guest services as "Whatever Whenever,"⁵ its employees as "talent" or "cast members," their supervisors as "talent coaches," and the Hotel experience as "wonderland." Respondent encourages employees to create "an emotional attachment" for guests, to move from "never say no to let me work the magic," to look for opportunities to grant wishes," and to vary guest approaches. In creating its "wonderland" ambience, the Hotel utilizes scent and color sensory stimulations and assures guests that it "want[s] your W experience to be filled with wonder...[a] dream come true." Respondent cautions employees that "[e]very interaction with our guests must be: Genuine, Authentic, Comfortable, Engaging, Conversational, With personality, Fun." In furtherance of the Hotel's hoped-for wonderland, whatever-whensoever experience, Respondent commissions special uniforms or "costumes" to achieve a trendy, distinct, and chic look.

The Hotel provides uniforms or "costumes" for about 240 of its 280 employees (human resources and administrative personnel do not wear uniforms). In 2004, the costumes consisted primarily of black or charcoal-colored clothing without nametags or embellishment except for a small (approximately 5/8 by 1/2 inch) silver-colored "W" worn on the upper left of the

³ Where not otherwise explained, findings of fact herein are based on party admissions, stipulations, and uncontroverted testimony.

⁴ Respondent's unopposed post hearing motion to correct the transcript is granted. The motion and corrections are received as Administrative Law Judge exhibit 1.

⁵ The Hotel's guest service department is called the "Whatever Whenever" department and is responsible for satisfying guest needs and wishes. It prides itself on meeting unusual demands, on one occasion obtaining the loan of a specialty guitar for a guest.

uniform.⁶ Respondent has a significant, ongoing concern regarding the uniforms and has projected a \$100,000 capital expenditure for redesigned uniforms in 2005 in order to stay abreast of clothing trends.

5 Respondent's employee handbook in effect at times relevant to this matter reads, in pertinent part:

APPEARANCE

10 All Starwood Cast Members are expected to take pride and care in their personal appearance, dress, and grooming. This is essential for presenting a professional image at all times.

15 In this connection, Starwood has established a uniform and professional standard of appearance for all Cast Members in all Starwood locations. The following summarizes our Company's policy on appearance. Cast Members should review the policy and become familiar with its requirements.

20 The image of a W Cast Member is smart, confident and stylish. Our look is a step ahead in keeping with the sense of style reflected in the design of our hotels. As an ambassador of our hotel, you are expected to take pride and care in your personal appearance. You are an important element in creating the unique atmosphere that our hotels are known for. Always present a professional look and avoid the extreme.

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Wear minimal amounts of jewelry-no more than two simple rings per hand. Two earrings are allowed in each ear for men and women. If second earrings are worn, they should be small studs. Dangling earrings should also be no longer than an inch. Visible body piercing and tattoos are not appropriate.⁷

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At W Hotels, we do not believe in nametags. You will be presented with a W lapel pin that is part of your attire. You must wear it at all times. Since your name will not be pinned to your attire, you must always introduce yourself to each of your guests. No other buttons, pins or decorations aside from the W lapel pin are permitted, unless approved by the General Manager.

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We have taken great care to select attire that reflects the style of our hotels. Wear your attire with pride...If you do not wear hotel issued attire, but wear your own professional clothing, make certain that [it is] complementary in style, color and fabric. "Simplicity" is best. Casual attire is not permitted. If part of your attire becomes damaged, notify your manager immediately.

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⁶ Kitchen employees wear standard "culinary" clothing and are not furnished with a "W" pin for sanitary considerations, to avoid anything dropping into the food.

⁷ In spite of this latter restriction, the Hotel encourages its talent to express themselves in synchrony with guests who may have "piercings or tattoos or what not."

50 ⁸ Paragraphs relating to personal hygiene, footwear, hair, facial hair, and hats are not quoted.

B. Prohibition of Union Buttons

In the summer of 2004, Sergio Gonzalez (Mr. Gonzalez) worked in the Hotel's Whatever Whenever department as an in-room dining server, taking guest food orders by telephone and delivering them from the kitchen to guest rooms. As an in-room server, Mr. Gonzalez was stationed in "backstage" areas of the hotel, including the kitchen and in-room dining office. In delivering food, the in-room servers utilize employee elevators ("lifts"). If the employee lifts are unavailable, the in-room dining servers can get permission to use the public lifts (occurring 20-25 percent of the time.) The majority of the time, in-room dining servers come in contact with hotel guests and/or the public only when conveying food orders from employee lifts to guest rooms. Depending on the volume of orders, an in-room dining server may encounter one to 50 guests per shift. About 30-40 percent of an in-room dining server's work time is spent in contact with the public.

In July, the Union distributed buttons to unit employees. Measuring about two inches square, the yellow plastic-laminated buttons (union buttons) bore the Union's name and logo and the words, "JUSTICE NOW! JUSTICIA AHORA!" At about midnight on July 11 during his 10 p.m. to 6:30 a.m. shift, Mr. Gonzalez pinned a union button on the left upper chest area of his "costume," as did his coworker Oscar Arroyo (Mr. Arroyo.)

At about 3 a.m. on July 11, supervisor John Baker (Mr. Baker) spoke to Mr. Gonzalez, as Mr. Gonzalez at a phone station during his lunch break in the Whatever Whenever office. Mr. Arroyo sat within hearing distance behind a partition. Mr. Baker asked Mr. Gonzalez, "Am I going to have to ask you to take that thing off," referring to the union button Mr. Gonzalez wore.

Mr. Gonzalez replied that if Mr. Baker were "asking," then Mr. Gonzalez declined to remove the button as he had a right to wear it, but if Mr. Baker were "telling" him to remove it, he would do so. After varied repetitions of the initial exchange, Mr. Baker told Mr. Gonzalez to take the union button off. Mr. Gonzalez complied and later suggested to Mr. Arroyo that he do likewise.

C. Prohibition of Union Stickers

The Hotel's kitchen personnel work in an enclosed area separate from any guest or public hotel sections and do not have contact with guests or public. Each of the Hotel's food handlers must possess a "food handler's card" issued by San Diego County after the handler has taken a food handling class and passed related testing. Hotel food services are subject to quarterly inspections by San Diego County Department of Health. Cooks wear uniforms consisting of checkered or black "chef" pants and white long-sleeved shirts and head coverings, e.g. hair nets, bandannas, baseball caps. Kitchen workers occasionally keep paper slips, pens, pencils, or cigarette packs in their open shirt pockets (located on the left chest and upper left arm area), and they may wear earrings. Necklaces may also be worn but must be tucked within the shirt. Wearing rings or Respondent's distinctive "W" pin is not permitted for health reasons, as they might fall into the food. There is no evidence of any specific sanitation rule that would cover the stickers at issue herein.

One day in late June or early July, hotel cook, Katie Grebow (Ms. Grebow) affixed three address-label sized stickers bearing the black-bolded words, “**Justice Now! Justicia Ahora!**” (union stickers) to her uniform shirt.⁹ She affixed similar union stickers to fellow kitchen workers’ hats, shirts, or backs. At mid-morning, Matthew Herter (Mr. Herter), executive chef and Ms. Grebow’s supervisor, removed union stickers from the backs of two cooks’ clothing. When he asked one of them where the stickers had come from, he was directed to Ms. Grebow. Observing that Ms. Grebow wore several stickers, Mr. Herter contacted human resources “to get clarification of whether or not it was appropriate to wear stickers that had not been issued by the hotel.”

A short time later, Lauren Giberti (Ms. Giberti), human resources manager came to the kitchen. After she and Mr. Herter were joined by Terry Buchholz, food and beverage director, they told Ms. Grebow she had to remove her union stickers as wearing them violated Respondent’s attire policy. They said nothing about sanitation concerns to Ms. Grebow or other kitchen employees, citing only the Hotel’s uniform policy. According to Mr. Herter, although sticker wearing could compromise the Hotel’s compliance with San Diego County’s sanitation laws, he did not mention his concern because he was following Respondent’s clothing guidelines. According to Ms. Giberti, she said nothing about health concerns because the sanitation issue was “pretty obvious,” and Respondent wanted to keep its attire policy consistent. Ms. Grebow protested but complied and did not again affix union stickers to her uniform.

Later, Ms. Grebow told Maryann Weimer (Ms. Weimer) Respondent’s human resources director and Ms. Giberti that she did not understand why she had to remove the union stickers. Ms. Weimer explained Respondent’s appearance policy but said nothing about health or sanitation concerns.

IV. Discussion

Employees have a right under Section 7 of the Act to wear and display union insignia while at work. *Republic Aviation Corp. v. NLRB*, 324 U.S. 793, 801-803 (1945). Absent “special circumstances,” the promulgation or enforcement of a rule prohibiting the wearing of such insignia violates Section 8(a)(1) of the Act. The General Counsel need not show that Respondent’s insignia prohibition was unlawfully motivated; “rather, the test is whether an employer’s conduct reasonably tends to interfere with the free exercise of employee rights under the Act.” *St. Luke’s Hospital*, 314 NLRB 434, Fn. 4 (1994). The burden of establishing the existence of special circumstances rests with the employer. *Pathmark Stores*, 342 NLRB No. 31, slip op. 2 (2004). The special circumstances exception is narrow and “a rule that curtails an employee’s right to wear union insignia at work is presumptively invalid.” *E&L Transport Co.*, 331 NLRB 640, fn. 3 (2000). However, “[t]he Board has found special circumstances justifying proscription of union insignia and apparel when their display may jeopardize employee safety, damage machinery or products, exacerbate employee dissension, or unreasonably interfere with a public image that the employer has established, as part of its business plan, through appearance rules for its employees.” *Nordstrom, Inc.*, 264 NLRB 698, 700 (1982).” *The Smithfield Packing Company, Inc.*, 344 NLRB No. 1, fn 20 (2004); *Bell-Atlantic-Pennsylvania, Inc.*, 339 NLRB 1084,1086 (2003).

⁹Each sticker measured 2 and 5/8 by 1 inches and had been printed by the Union on address label stock

Here, Respondent has prohibited the wearing of certain union insignia by two groups of employees: (1) in-room dining servers and (2) kitchen personnel. In each instance, Respondent contends that special circumstances exist to justify its prohibitions. As to the in-room dining servers, Respondent argues those employees' display of union insignia
 5 unreasonably interferes with its carefully crafted public image and business plan, which includes precise appearance rules.¹⁰ As to the kitchen personnel, Respondent asserts that sanitation rules proscribe placing stickers on clothing. There is no evidence Respondent possessed any discriminatory intent in applying its attire rules.¹¹

10 The Board has said, "An employer's concern about the 'public image' presented by the apparel of its employees is...a legitimate component of the 'special circumstances' standard." *Bell-Atlantic-Pennsylvania, Inc.*, Supra. With regard to Respondent's prohibiting the in-room servers from wearing union buttons in public or guest areas, including while traversing public
 15 hallways leading to guest rooms and presenting food to guests in their rooms, Respondent has presented sufficient evidence of special circumstances to justify its prohibition. Respondent's nondiscriminatory attempt to create an illusory, otherworld setting and escapist atmosphere in the Hotel constitutes a valid business effort to compete successfully with other hotels. While the union buttons are not intrinsically offensive and while Respondent's analogy
 20 of the buttons to "graffiti on the Mona Lisa," is hyperbolic, the buttons are obtrusive in size and color, particularly when contrasted to the "W" pin, the only insignia Respondent permitted its employees to wear. Consequently, insofar as Respondent's restriction against union buttons applied to situations where employees might come in contact with or be observed by guests, it is lawful.¹² However, Respondent's prohibition herein went beyond that lawfully narrow
 25 scope.

Respondent's in-room service employees worked in nonpublic areas of the Hotel 60-70 percent of their work hours, during which time they came in contact only with other hotel personnel. Respondent's blanket direction to Mr. Gonzalez to remove his union button was made while he was on break in a nonpublic area. Respondent did not qualify its restriction on
 30 union buttons or limit the restriction to times when the in-room servers were in public areas of the Hotel. The General Counsel argues that even if Respondent met its burden of showing special circumstances sufficient to justify a button ban while employees were in the presence of guests, the application of its prohibition is overly broad when extended to periods where employees are not in contact with guests and thereby infringes on protected rights.
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¹⁰ See *United Parcel Service*, 312 NLRB 596, 597 (1993), enf. denied 41 F.3d 1068 (6th Cir. 1994).

40 ¹¹ Counsel for the General Counsel argues that Respondent's insignia prohibition was discriminatory because Respondent permitted employees to express themselves by sporting long hair, tattoos and facial piercings, while banning costume add-ons. I find that the two areas of personal presentation are not clearly analogous and that Respondent could plausibly consider the former to enhance its image and the latter to detract from it. Under its master
 45 ambience plan, Respondent may reasonably encourage its employees to display varied and contemporary personal appearances while, at the same time, regimenting their costumes without thereby disfavoring union insignia over other insignia. I find Respondent's approach to employee presentation is without discriminatory taint.

50 ¹² *Meijer, Inc.*, 318 NLRB 50 (1995), relied on by the General Counsel is distinguishable. Unlike the instant situation, *Meijer* did not involve "consistent and nondiscriminatory" enforcement of a button prohibition as *Meijer* proscribed union buttons only in nonunionized stores.

Respondent presented no evidence of special circumstances to justify a prohibition against employees wearing union buttons in nonpublic work areas but asserts, in its post-hearing brief, "It is only where there is disparate or inconsistent application of an appearance policy to items bearing a union message that the Board concludes that the employer's prohibition was unlawful under the Act." Such is an inaccurate summation of Board law. Rather, employees have a protected Section 7 right to wear union insignia while at work, irrespective of disparate or inconsistent rules or union animus, and interference with that right is presumptively unlawful. *E&L Transport Co.*, supra. The right may "give way on occasion when 'special circumstances' override the Section 7 interest and legitimize the regulation or prohibition of such apparel." *Bell-Atlantic-Pennsylvania, Inc.*, supra at 1086. The General Counsel need not, as Respondent suggests, allege or prove "disparate application or lax enforcement of the Hotel's rule prohibiting buttons, pins, or any other costume adornment." Rather, Respondent, having prohibited protected activity, must prove its prohibition is justified by special circumstances. Respondent has not met its burden as to periods when its in-room service employees are not in contact with the public. See *USF Red Star*, 339 NLRB 389, 391 (2003). I find Respondent violated Section 8(a)(1) of the Act, as alleged in the complaint, by Mr. Baker's overly broad instruction to Mr. Gonzalez to remove a union button from his uniform.

With regard to Respondent's prohibition on kitchen workers wearing union stickers, Respondent has not met its burden of showing that special circumstances justified the restriction. Although Respondent contends health and sanitation concerns dictate the prohibition, the evidence is insufficient to support that argument. Respondent presented general evidence of San Diego County health regulations and recurrent inspections, but Respondent provided no evidence of any health or sanitation regulations that applied to stickers on clothing. Respondent also presented no evidence as to why stickers were any more likely to pose a danger of food contamination than the paper slips, cigarettes, pens, and pencils Respondent permitted food handlers to keep in their unbuttoned shirt pockets.

While I do not minimize Respondent's valid concern with health and sanitation issues, it is clear Respondent did not consider such issues to be a significant factor in forbidding union stickers on kitchen uniforms. When Mr. Herter saw kitchen workers wearing stickers, he contacted human resources "to get clarification of whether or not it was appropriate to wear stickers that had not been issued by the hotel." [Emphasis added]. The plain inference to be drawn from his testimony is that Mr. Herter's concern was not with stickers on kitchen clothing *per se* but with unauthorized stickers, an issue wholly unrelated to sanitation. There is no evidence Mr. Herter mentioned health or sanitation concerns to human resources personnel when he sought guidance, and neither he nor any other supervisor mentioned sanitation concerns to any employee. Had sanitation been a significant concern, it is improbable that Respondent would have focused exclusively on its clothing guidelines, as it did in explaining the restriction to Ms. Grebow. Respondent's post-hearing explanation that the sanitation motive behind its restriction "should have been plainly obvious to Ms. Grebow" and did not need explication is not persuasive. Respondent has not, therefore, met its burden of showing special circumstances in its restriction of union sticker wear among kitchen personnel.

Accordingly, I find Respondent violated Section 8(a)(1) of the Act, as alleged in the complaint, when in early July, Mr. Herter and Ms. Giberti informed Ms. Grebow she could not wear union stickers on her uniform and directed her to remove them.¹³

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Conclusions of Law

1. Respondent is engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.
2. The Union is a labor organization within the meaning of Section 2(5) of the Act.
- 10 3. Respondent violated Section 8(a)(1) of the Act in late June or early July 2004 by prohibiting its kitchen employees from wearing union stickers on their uniforms.
4. Respondent violated Section 8(a)(1) of the Act on July 10, 2004 by prohibiting its in-room dining employees from wearing union buttons at times when they would not come in contact with or be observed by guests or public.

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Remedy

Having found that Respondent has engaged in certain unfair labor practices, I find that it must be ordered to cease and desist and to take certain affirmative action designed to
20 effectuate the policies of the Act.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended¹⁴

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ORDER

Respondent, Starwood Hotels & Resorts Worldwide, Inc., d/b/a W San Diego, San Diego California, its officers, agents, successors, and assigns, shall

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1. Cease and desist from

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- (a) Prohibiting employees from wearing union insignia such as buttons and/or stickers showing support for Hotel Employees and Restaurant Employees International Union, Local 30, AFL-CIO, CLC or any other labor organization, at times when employees will not come in contact with or be observed by guests of Respondent.
- (b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

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2. Take the following affirmative action necessary to effectuate the policies of the Act:

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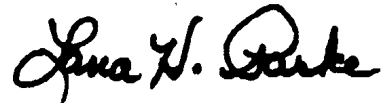
¹³ Mr. Herter's removing union stickers from other kitchen workers' clothing also interfered with employees' Section 7 rights. However, as that conduct was not specifically alleged in the complaint, and as the remedy herein encompasses such conduct, I make no specific findings relative thereto.

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¹⁴ If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

- (a) Copies of the attached notice marked "Appendix."¹⁵ Copies of the notice, on forms provided by the Regional Director for Region 21 after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since June 2004.
- (b) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, at San Francisco, CA: January 21, 2005



Lana H. Parke
Administrative Law Judge

¹⁵ If this Order is enforced by a Judgment of the United States Court of Appeals, the words in the notice reading "POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD" shall read "POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES COURT OF APPEALS ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD."

APPENDIX
NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities

WE WILL NOT prohibit our employees from wearing union insignia such as buttons and/or stickers showing support for Hotel Employees and Restaurant Employees International Union, Local 30, AFL-CIO, CLC or any other labor organization, at times when employees will not come in contact with or be observed by guests of Respondent.

WE WILL NOT in any like or similar manner interfere with, restrain, or coerce employees in the exercise of the rights guaranteed you by Section 7 of the Act.

Starwood Hotels & Resorts Worldwide, Inc.,
d/b/a W San Diego

(Employer)

Dated _____ By _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov.

888 South Figueroa Street, 9th Floor, Los Angeles, CA 90017-5449
(213) 894-5229, Hours: 8:30 a.m. to 5 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, (213) 894-5229.